

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

Defendants, Vanguard Pipe & Fittings, Ltd. formerly known as Vanguard Piping Systems (Canada), Inc. (hereinafter “*Vanguard*”) and C-B Supplies, Ltd. designated as C-B Supplies, Ltd., Canada, (hereinafter “*C-B*”) by and through their counsel of record, Backus • Carranza, Defendants, VG Pipe LLC, Viega LLC, and Viega NA, Inc. by and through their counsel of record, Wilson Elser Moskowitz Edelman & Dicker LLP and Plaintiff, Virgin Valley

1 Water District (hereinafter "VVWD"), by and through its counsel of record, Kolesar & Leatham,  
2 Chtd., do hereby stipulate and agree that Defendants, Vanguard Pipe & Fittings, Ltd. formerly  
3 known as Vanguard Piping Systems (Canada) , Inc. and C-B Supplies, Ltd. designated as C-B  
4 Supplies, Ltd., Canada, may each be dismissed without prejudice from this action.

5 These parties through their respective counsel further state and agree as follows:

- 6 1. Vanguard and C-B have furnished the attached Exhibit A executed Affidavit of  
7 Freidoun Alagheband, a Director and Officer of Vanguard and C-B.
- 8 2. Based upon the representations of Mr. Alagheband, it appears that Vanguard and C-  
9 B are not proper parties to this action.
- 10 3. VVWD in reliance upon the representations of Mr. Alagheband and for just cause  
11 appearing agrees to dismiss Vanguard and C-B from the present civil action without  
12 prejudice to bring said entities back into this action if evidence is discovered at a  
13 later date that supports a finding that either entity had actionable involvement with  
14 the Bruiser piping installed in Mesquite, Nevada which is the subject matter of this  
15 action.
- 16 4. Vanguard and C-B mutually agree that the applicable statute of limitations may be  
17 tolled pending discovery in this action for purposes of having, if necessary, to bring  
18 either Vanguard or C-B back into this action.
- 19 5. Vanguard and C-B further agree that if they are brought back into this action, they  
20 waive the requirements of service under the Hague Convention and authorize Leland  
21 Eugene Backus, Esq. to accept service on each of their behalf.
- 22 6. Vanguard acquired certain equipment from Vanguard Piping Systems, Inc., a U. S.  
23 company which is used to manufacture a type of piping known as Bruiser Pipe.

7. Although, it is represented that Vanguard did not manufacture the Bruiser Pipe which is the subject matter of the federal civil action, it may be educational and useful for VVWD through experts or otherwise to view, inspect and examine the manufacturing equipment now owned by Vanguard and located in Canada.
8. In the spirit of cooperation and to facilitate the dismissal of Vanguard and C-B, Vanguard agrees to permit the other parties through experts or otherwise to make suitable arrangements to come to Vanguard's manufacturing facility in Canada to view, inspect and examine the equipment used to manufacture Bruiser Pipe.
9. VVWD has alleges it has experienced failures of Bruiser Pipe that was manufactured by other companies potentially on this or similar equipment.
10. The parties will share information it gains from any viewing, inspection or examination with Vanguard.
11. Any information obtained by the parties is subject to the Protective Order Governing Confidentiality of Documents of the United States District Court in the federal action.
12. It is agreed that for the purpose of the compliance with the Protective Order Governing Confidentiality of Documents of the United States District Court that any notes, computer data, photographs, video or other methodology utilized in recording information about the viewing, inspection or examination of the equipment shall be deemed to be documents within the purview of the Protective Order Governing Confidentiality of Documents.
13. Vanguard maintains that its manufacturing processes are confidential and proprietary and it would be disadvantageous and harmful if competitors had access to this manufacturing process information.

1           14. The parties agree to maintain the confidences of the manufacturing process and not  
 2           disclose the same without the express permission of Vanguard in writing.

3           15. The parties and their experts, investigators, officers, agents and employees agree to  
 4           perform the viewing, inspection and examination in a confidential manner and agree  
 5           not to disclose any information or materials gathered pursuant to this Agreement, or  
 6           discuss same with anyone, without the prior written permission of Vanguard. The  
 7           Final Report and any additional written reports prepared by or for the parties shall be  
 8           marked "Business Confidential" and distribution of same by the parties will be  
 9           limited to those conducting, reviewing and preparing such reports, as well as a copy  
 10           to Vanguard.

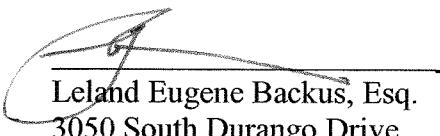
11           16. In the event, the parties determine that the information the gain from this viewing,  
 12           inspection and examination of equipment is evidentiary and must be disclosed in the  
 13           United States District Court action, prior to such disclosure, the party disclosing will  
 14           notify Vanguard to afford Vanguard an opportunity, if necessary, to seek any further  
 15           protective orders as it deems necessary to protect its proprietary information.

16           Dated this \_\_\_\_ day of September, 2009.      Dated this 19<sup>th</sup> day of October, 2009.

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 18           **KOLESAR & LEATHAM, CHTD.**

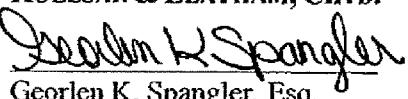
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 20           Gerlen K. Spangler, Esq.  
 21           3320 West Sahara Ave.  
 22           Suite 380  
 23           Las Vegas, Nevada 89102  
 24           *Attorney for Plaintiff*  
 25           *Virgin Valley Water District*

17  
 18           **BACKUS • CARRANZA**

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 20             
 21           Leland Eugene Backus, Esq.  
 22           3050 South Durango Drive  
 23           Las Vegas, Nevada 89117  
 24           *Attorney for Defendants Vanguard*  
 25           *Pipe & Fittings, Ltd. f/k/a Vanguard*  
 26           *Piping Systems (Canada), Inc.*

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16      Dated this 19<sup>th</sup> day of September, 2009.    Dated this 19<sup>th</sup> day of October, 2009.

17  
18      **KOLESTAR & LEATHAM, CHTD.**  
19        
20      Georlen K. Spangler, Esq.  
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25      Virgin Valley Water District

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26      Leland Eugene Backus, Esq.  
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28      Las Vegas, Nevada 89117  
29      Attorney for Defendants Vanguard  
30      Pipe & Fittings, Ltd. f/k/a Vanguard  
31      Piping Systems (Canada), Inc.

1 Dated this 5<sup>th</sup> day of September, 2009.

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**Wilson Elser Moskowitz Edelman & Dicker LLP**

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Michael M. Edwards  
Michael M. Edwards, Esq.  
415 S. 6<sup>th</sup> Street, Suite 300  
Las Vegas, NV 89101

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**ORDER**

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The above stipulation have been duly presented to the Court and for good cause demonstrated,

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IT IS HEREBY ORDERED that Vanguard Piping Systems (Canada) ), Inc. and C-B Supplies, Ltd. designated as C-B Supplies, Ltd., Canada, are each dismissed without prejudice from this action.

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IT IS FURTHER ORDERED that the other terms of the stipulation are approved.

DATED this 20th day of October, 2009.

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*Larry R. Hicks*

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LARRY R. HICKS  
UNITED STATES DISTRICT JUDGE